

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION, a Delaware corporation,)	Case No. 16-cv-1054(WMW/DTS)
)	
)	
Plaintiff,)	
)	
v.)	
)	
FEDERAL INSURANCE COMPANY, an Indiana corporation, and ACE AMERICAN INSURANCE COMPANY, a Pennsylvania corporation.)	<u>THIRD SUPPLEMENTAL INITIAL DISCLOSURES</u>
)	
)	
Defendant.)	
)	

In accordance with Rule 26(a)(1) of the Federal Rules of Civil Procedure, the plaintiff, Fair Isaac Corporation (“FICO”), makes the following Third Supplemental Initial Disclosures to the defendant, Federal Insurance Company (“Federal”). These disclosures are based upon investigation and knowledge to date and may be supplemented, if necessary and appropriate, as discovery continues.

Disclosures Required by Fed. R. Civ. P. 26(a)(1)(A)(i)

Based on the information available to it at this time, FICO identifies the following individuals as likely to have discoverable information that it may use to support its claims or defenses in this matter. Any individuals who are identified as associated with FICO should not be contacted directly but should only be contacted through FICO’s counsel of record in this action.

Jandeen Boone Senior Attorney, Ecolab Legal Counsel, FICO (Former)	Knowledge of the relationship between FICO and Chubb & Son; knowledge of the parties’ negotiation of the Software License and Maintenance Agreement and the two amendments thereto (collectively, the “Agreement”); knowledge of the scope of the Agreement.
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<p>Jeremy Chen Product Management Professional, FICO (Former)</p> <p>Mr. Chen can be contacted through FICO counsel</p>	<p>Knowledge of third-party use of the FICO Blaze Advisor® software; knowledge regarding the authorship of the various versions of Blaze Advisor® software; knowledge of the extent of preexisting material in later versions of the Blaze Advisor® software.</p>
<p>Chris Ivey VP, Product & Technology Organization, FICO</p>	<p>Knowledge of professional services provided by FICO and statements of work with Chubb & Son.</p>
<p>Aaron Jaeger VP Finance, ACI Worldwide Senior Director of Sales Operations, FICO (Former)</p>	<p>Knowledge of the relationship between FICO and Chubb & Son; knowledge of the parties' negotiation of the Agreement; knowledge of the scope of the Agreement.</p>
<p>Mike Sawyer Client Partner, Insurance & Healthcare, FICO (Former) Mr. Sawyer can be contacted through FICO counsel</p>	<p>Knowledge of the relationship between FICO and Chubb & Son; knowledge of the FICO Blaze Advisor® software; knowledge of the scope of the Agreement; knowledge of the parties' correspondence related to the merger and Federal's breach of the Agreement following the merger.</p>
<p>Bill Waid VP & General Manager, Decision Management Line of Business, FICO</p>	<p>Knowledge of the FICO Blaze Advisor® software; knowledge of the scope of the Agreement; knowledge of the parties' correspondence related to the merger and Federal's breach of the Agreement following the merger; knowledge of third-party use of the FICO Blaze Advisor® software; knowledge of FICO's damages.</p>
<p>Benjamin Baer Vice President, Product Marketing FICO</p>	<p>Knowledge of the FICO case studies and white papers relating to Blaze Advisor, decision rules management generally, and the use of analytics and rules engines generally that are regularly used by FICO in its business. This knowledge includes how the case studies and white papers are prepared, the source(s) of information upon which the case studies and white papers are based, and the regular use of these case studies and white papers in FICO's business.</p>

Fernando Donati Jorge Senior Director of Product Management, FICO	Knowledge of the value of Blaze Advisor® software; knowledge regarding the authorship of the various versions of Blaze Advisor® software; knowledge of the extent of preexisting material in later versions of the Blaze Advisor® software.
Tom Carretta Vice President of Legal and Deputy General Counsel, FICO	Knowledge of Defendants' breach of the Agreement and scope of the breach; knowledge of the parties' negotiations relating to breach of the Agreement; knowledge of the termination of the Agreement.

Disclosures Required by Fed. R. Civ. P. 26(a)(1)(A)(ii)

FICO may use the following categories of documents, electronically stored information, and tangible things that it or its attorneys have in their possession, custody, or control to support its claims or defenses.

1. The Software License and Maintenance Agreement and the two amendments thereto (collectively, the “Agreement”) entered into by FICO and Chubb & Son, a division of Federal.
2. Documents sufficient to show FICO’s ownership of its federal copyrights in multiple versions of its FICO® Blaze Advisor® business rules management software.
3. Documents sufficient to show Federal’s change in control as a result of the January 15, 2016 merger, including documents sufficient to show the corporate structure of The Chubb Corporation and its subsidiaries prior to the merger, and documents sufficient to show the corporate structure of Chubb Ltd. and its subsidiaries following the merger.
4. Communications between the parties regarding Federal’s breach of the Agreement following the merger and FICO’s termination of the Agreement.
5. Documents related to Federal’s disclosure of the FICO Blaze Advisor® software to third parties.

6. Documents related to the use of the FICO Blaze Advisor® software by third parties.
7. Documents sufficient to show Chubb & Son's continued use of the FICO Blaze Advisor® software following the termination of the Agreement.
8. Documents sufficient to show FICO's damages, including its loss of licensing revenues resulting from Federal's breach of the Agreement.

Disclosures Required by Fed. R. Civ. P. 26(a)(1)(A)(iii)

FICO is still computing its damages and will not be able to complete its computation until it acquires complete information from Federal and it analyzes all available information relevant to damages. At a minimum, FICO seeks to recover its actual damages resulting from Federal's breach of the Agreement, in an amount to be determined at trial, but in excess of \$75,000, exclusive of costs and interest. FICO also seeks to recover damages under 17 U.S.C. § 504 of either its actual damages and all profits derived by Federal as a result of its copyright infringement, or statutory damages, at its election. FICO also seeks to recover its costs and reasonable attorneys' fees under 17 U.S.C. § 505.

Disclosures Required by Fed. R. Civ. P. 26(a)(1)(A)(iv)

No disclosure.

Dated: February 22, 2019

MERCHANT & GOULD, P.C.

/s/Heather Kliebenstein

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CERTIFICATE OF SERVICE

I hereby certify that on February 22, 2019, a copy of the foregoing was sent via email to the following attorneys of record:

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Dated: February 22, 2019

s/Abigail Krueger
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